

OCT 13 2015

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ) and Burke Steele enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in Notice of Violation No. 5594-15, dated July 7, 2015. Burke Steele is the owner and operator of the underground storage tanks (USTs) at the Boulder Store. This UST facility is registered with the DEQ as facility 0-001787. The Notice of Violation alleges that Burke Steele failed to properly monitor pressurized underground piping. This act is a violation of Wyoming Water Quality Rules and Regulations (WWQRR), Chapter 17.

W.S. 35-11-901(a) (ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Burke Steele and the DEQ hereby stipulate and agree as follows:

1. The DEQ is responsible for enforcing the Storage Tank Act of 2007 and WWQRR, Chapter 17.
2. Burke Steele committed the following violation of WWQRR, Chapter 17:

Count 1: Failure to Properly Monitor Pressurized Underground Piping: [WWQRR, Chapter 17, Section 14(g)(i)(B)]. As the operator of the UST system located at Boulder Store, Burke Steele, violated WWQRR, Chapter 17, Section 14(g)(i)(B), by having sump sensors that were improperly placed, thus negating the ability of the sensors to detect a leak of 3 gallons per hour.
3. The total penalty for the cited violations shall be two thousand dollars (\$2,000.00). Burke Steele agrees to pay a total of five hundred dollars (\$500.00) to the DEQ as a stipulated penalty for the cited violations. Payment of five hundred dollars (\$500.00) shall be made and returned with this Settlement Agreement. Payment shall be by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: Oma Gilbreth, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Cheyenne, WY 82002.
4. Payment of one thousand, five hundred dollars (\$1,500.00) is stayed for one (1) year from the date of this Settlement Agreement. If Burke Steele complies with WWQRR, Chapter 17, and the Storage Tank Act of 2007 for one (1) year after this agreement has been signed, the remaining one thousand, five hundred dollars (\$1,500.00) of this penalty shall be waived. Full compliance with WWQRR, Chapter 17, and the Storage Tank Act of 2007 includes, but is not limited to: 1) payment of annual tank fees by January 1; 2) performance of an operator's annual inspection by May 22, 2016; 3) reporting and investigating a suspected release whenever a passing automatic tank gauge test result is not obtained during a month as required by WWQRR, Chapter 17, Section 16(c)(ii); 4) reporting and investigating a suspected release whenever inventory control records fail during consecutive months in accordance with WWQRR, Chapter 17, Section 16(a)(viii); 5) properly monitoring the pressurized underground piping; and 6) performance of Class C Storage Tank Operator training as required by WWQRR, Chapter 17, Section 46(h).
5. Burke Steele's, full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ against Burke Steele based on the violations alleged in Notice of Violation Docket Number 5594-15. Contingent upon Burke Steele's compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Burke Steele for these particular violations.
6. Burke Steele waives any statute of limitations that may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation Docket Number 5594-15 in the event that Burke Steele fails to fulfill its obligations under this Settlement Agreement.
7. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
8. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.

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9. This Settlement Agreement is binding upon Burke Steele and all his successors and assigns and upon the DEQ.
10. Nothing in this Settlement Agreement supersedes any provision found in any Wyoming state law, or any regulation issued by the DEQ, or any federal law or regulation.
11. This Agreement may not be amended except by a written order signed by both parties.
12. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

Burke Steele:

Signature: Burke Steele

Name: Burke Steele

10-7-15
Date

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

Todd Parfitt
Todd Parfitt
Director

9/9/15
Date

Luke Esch
Luke Esch
Administrator
Solid and Hazardous Waste Division

7-9-15
Date

check # 8752
The Boulder store
and
Pub